

Section 13.0 - ACCESS TO TELEPHONE NUMBERS

13.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request an assignment of any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee (INC) as INC 95-0407-008 (formerly ICCF 93-0729-010) and Thousand Block (NXX-X) Pooling Administration Guidelines INC 99-0127-023, when these Guidelines are implemented by the FCC or Commission Order. The latest version of the Guidelines will be considered the current standard.

13.2 North American Numbering Plan Administration (NANPA) has transitioned to NeuStar. Both Parties agree to comply with industry guidelines and Commission rules, including those sections requiring the accurate reporting of data to the NANPA.

13.3 It shall be the responsibility of each Party to program and update its own Switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX or NXX-X codes. Neither Party shall impose any fees or charges on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

13.4 Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party is responsible for updating the LERG data for NXX codes assigned to its End Office Switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

13.5 Each Party shall be responsible for notifying its End User Customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs.

Section 14.0 - LOCAL DIALING PARITY

14.1 The Parties shall provide local Dialing Parity to each other as required under Section 251(b)(3) of the Act. Qwest will provide local Dialing Parity to competing providers of Telephone Exchange Service and telephone toll service, and will permit all such providers to have non-discriminatory access to telephone numbers, operator services, Directory Assistance, and Directory Listings, with no unreasonable dialing delays. CLEC may elect to route all of its End User Customers' calls in the same manner as Qwest routes its End User Customers' calls, for a given call type (e.g., 0, 0+, 1+, 411).

Section 15.0 - QWEST'S OFFICIAL DIRECTORY PUBLISHER

15.1 Qwest and CLEC agree that certain issues outside the provision of basic white page Directory Listings, such as yellow pages advertising, yellow pages Listings, directory coverage, access to call guide pages (phone service pages), applicable Listings criteria, white page enhancements and publication schedules will be the subject of negotiations between CLEC and directory publishers, including Qwest's Official Directory Publisher. Qwest acknowledges that CLEC may request Qwest to facilitate discussions between CLEC and Qwest's Official Directory Publisher.

Section 16.0 - REFERRAL ANNOUNCEMENT

16.1 When an End User Customer changes from Qwest to CLEC, or from CLEC to Qwest, and does not retain its original main/listed telephone number, the Party formerly providing service to the End User Customer will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its tariff. This announcement will provide details on the new number that must be dialed to reach the End User Customer.

Section 17.0 - BONA FIDE REQUEST PROCESS

17.1 Any request for Interconnection or access to an Unbundled Network Element or ancillary service that is not already available as described in other sections of this Agreement, including but not limited to Exhibit F or any other interconnection agreement, Tariff or otherwise defined by Qwest as a product or service shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or ancillary services, and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

17.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. CLEC and Qwest may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the processing fee specified in Exhibit A of this Agreement. Qwest will refund one-half (1/2) of the processing fee if the BFR is cancelled within ten (10) business days of the receipt of the BFR form. The form will request, and CLEC will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing CLEC's request:

17.2.1 a technical description of each requested Network Element or new/different points of Interconnection or ancillary services;

17.2.2 the desired interface specification;

17.2.3 each requested type of Interconnection or access;

17.2.4 a statement that the Interconnection or Network Element or ancillary service will be used to provide a Telecommunications Service;

17.2.5 the quantity requested; and

17.2.6 the specific location requested.

17.3 Within two (2) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise CLEC of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise CLEC of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, Qwest will provide weekly updates on the status of the BFR.

17.4 Within twenty-one (21) calendar Days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to CLEC an analysis of the BFR. The analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an Unbundled Network Element complies with the unbundling requirements of the Act or state law.

17.5 If Qwest determines during the twenty-one (21) Day period that a BFR does not qualify as an Unbundled Network Element or Interconnection or ancillary service that is required to be provided under the Act or state law, Qwest shall advise CLEC as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one (21) Day period, provide a written report setting forth the basis for its conclusion.

17.6 If Qwest determines during such twenty-one (21) Day period that the BFR

qualifies under the Act or state law, it shall notify CLEC in writing of such determination within ten (10) calendar Days, but in no case later than the end of such twenty-one (21) Day period.

17.7 As soon as feasible, but in any case within forty-five (45) calendar Days after Qwest notifies CLEC that the BFR qualifies under the Act, Qwest shall provide to CLEC a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection, Network Element, and ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection, Unbundled Network Element or ancillary service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.

17.8 CLEC has sixty (60) business days upon receipt of the BFR quote, to either agree to purchase under the quoted price, or cancel its BFR.

17.9 If CLEC has agreed to minimum volume and term commitments under the preceding paragraph, CLEC may cancel the BFR or volume and term commitment at any time, but may be subject to termination liability assessment or minimum period charges.

17.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute Resolution provision of this Agreement.

17.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

17.12 In the event CLEC has submitted a request for Interconnection, Unbundled Network Elements or any combinations thereof, or ancillary services and Qwest determines in accordance with the provisions of this Section 17 that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or ancillary services by CLEC shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. Qwest may only require CLEC to complete a New Product Questionnaire before ordering such Interconnection, Unbundled Network Elements or combinations thereof, or ancillary services. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 17.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections 17.2.1 through 17.2.8 of Section 17.2 above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.

17.13 The total cost charged to CLEC shall not exceed the BFR quoted price.

17.14 Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for the Interconnection, Unbundled Network Element or ancillary service that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

17.15 Qwest will provide notice to CLECs of all BFRs which have been deployed or denied, provided, however, that identifying information such as the name of the requesting CLEC and the location of the request shall be removed. Qwest shall make available a topical list of the BFRs that it has received with CLECs under this Agreement or an Interconnection Agreement. The description of each item on that list shall be sufficient to allow CLEC to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. Qwest shall also be required upon the request of CLEC to provide sufficient details about the terms and conditions of any granted requests to allow CLEC to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by CLEC whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this Agreement. CLEC shall be entitled to the same offering terms and conditions made under any granted BFR, provided that Qwest may require the use of ICB pricing where it makes a demonstration to CLEC of the need therefor.

Section 18.0 - AUDIT PROCESS

18.1 Nothing in this Section 18 shall limit or expand the Audit provisions in the Performance Assurance Plan (PAP). Nothing in the PAP shall limit or expand the Audit provisions in this Section 18. For purposes of this section the following definitions shall apply:

18.1.1 "Audit" shall mean the comprehensive review of the books, records, and other documents used in providing services under this Agreement. The term "Audit" also applies to the investigation of company records, back office systems and databases pertaining to Loop information.

18.1.2 "Examination" shall mean an inquiry into a specific element or process related to the above. Commencing on the Effective Date of this Agreement, either Party may perform Examinations as either Party deems necessary.

18.2 This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit or Examination.

18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit or Examination shall occur during normal business hours. However, such Audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.

18.2.4 There shall be no more than two (2) Audits requested by each Party under this Agreement in any twelve (12) month period. Either Party may audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable for the affected services during the period covered by the Audit.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months.

18.2.8 Audit or Examination Expenses

18.2.8.1 Each Party shall bear its own expenses in connection with conduct of the Audit or Examination. The requesting Party will pay for the

reasonable cost of special data extractions required by the Party to conduct the Audit or Examination. For purposes of this section, a "Special Data Extraction" means the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.

18.2.8.2 Notwithstanding the foregoing, the non-requesting Party shall pay all of the requesting Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount billed and results in a refund and/or reduction in the Billing to the requesting Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor, which agreement will not be unreasonably withheld or delayed by the non-requesting Party. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit subject to Section 18.2.8.2.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties. The portion of this expense borne by the requesting Party shall be borne by the non-requesting Party if the terms of Section 18.2.8.2 are satisfied.

18.2.11 Adjustments, credits or payments will be made and any corrective action must commence within thirty (30) Days after the Parties' receipt of the final Audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The interest rate payable shall be in accordance with Commission requirements. In the event that any of the following circumstances occur within thirty (30) business days after completion of the Audit or Examination, they may be resolved at either Party's election, pursuant to the Dispute Resolution Process; (i) errors detected by the Audit or Examination have not been corrected; (ii) adjustments, credits or payments due as a result of the Audit or Examination have not been made, or (iii) a dispute has arisen concerning the Audit or Examination.

18.2.12 Neither the right to examine and Audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise.

18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of the Agreement.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement in Section 5.16. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as

described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an Affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such Affiliate's disaggregated data, as required by reasonable needs of the Audit. Information provided in an Audit or Examination may only be reviewed by individuals with a need to know such information for purposes of this Section 18 and who are bound by the nondisclosure obligations set forth in Section 5.16. In no case shall the Confidential Information be shared with the Parties' retail marketing, sales or strategic planning.

18.3.1 Either Party may request an Audit of the other's compliance with this Agreement's measures and requirements applicable to limitations on the distribution, maintenance, and use of proprietary or other protected information that the requesting Party has provided to the other. Those Audits shall not take place more frequently than once in every three (3) years, unless cause is shown to support a specifically requested Audit that would otherwise violate this frequency restriction. Examinations will not be permitted in connection with investigating or testing such compliance. All those other provisions of this Section 18 that are not inconsistent herewith shall apply, except that in the case of these Audits, the Party to be audited may also request the use of an independent auditor.

Section 19.0 - CONSTRUCTION CHARGES

19.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to Unbundled Loops or ancillary services to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Unbundled Loops or ancillary services specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to Unbundled Loops or ancillary services, as described in the applicable section of this Agreement.

19.2 All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of End User Customers and without discrimination among the various Carriers.

19.3 A quote for CLEC's portion of a specific job will be provided to CLEC. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, CLEC will be billed the quoted price and construction will commence after receipt of payment. If CLEC chooses not to have Qwest construct the facilities, Qwest reserves the right to bill CLEC for the expense incurred for producing the engineered job design.

19.4 In the event a construction charge is applicable, CLEC's service Application Date will become the date upon which Qwest receives the required payment.

Section 20.0 - SERVICE PERFORMANCE

Performance Indicator Definitions (PIDs), in their current form as developed by the Regional Oversight Committee, are included in Exhibit B of this Agreement. Subsequent changes to these PIDs that are made by the Regional Oversight Committee shall be incorporated into Exhibit B by reference. Modifications of PIDs that apply to the Qwest Performance Assurance Plan (QPAP) shall be made in accordance with Section 16.0 of Exhibit K.

Section 21.0 - NETWORK STANDARDS

21.1 The Parties recognize that Qwest services and Network Elements have been purchased and deployed, over time, to Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

21.2 The Parties recognize that equipment vendors may manufacture Telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to Persons or property.

21.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

21.3.1 Switching

GR-1428-CORE Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Toll Free Service

GR-1432-CORE CCNIS Supporting TCAP

GR-317-CORE Call Control Using Integrated Services Network Digital User Part (ISDNUP)

GR-905-CORE CCNIS Supporting Network Interconnection, Message Transfer Part (MTP), and ISUP

TR-TSY-000540 Tandem Supplement

GR-305-CORE

GR-1429-CORE CCNIS Supporting Call Management Services

FR-64 LATA Switching System Generic Requirement (LSSGR)

GR-334-CORE Switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

TR-TSY-000529 Public Safety LSSGR

TR-NWT-000505 LSSGR Call Processing

FR-NWT-000271 OSSGR

TR-NWT-001156 OSSGR Operator Subsystem

SR-TSY-001171 Methods and Procedures for System Reliability Analysis

21.3.2 Transport

FR-440 Transport System Generic Requirements (TSGR)

TR-NWT-000499 (TSGR) Transport Systems Generic Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance

GR-253-CORE Synchronous Optical Network Systems (SONET) Transport Systems: Common Generic Criteria

TR-NWT-000507 LSSGR: Transmission

TR-NWT-000776 NID for ISDN Subscriber Access

GR-342-CORE High Capacity Digital Special Access Service

ST-TEC-000051 & 52 Telecommunications Transmission Engineering Handbooks Volumes 1 & 2

ANSI T1.102-1993 Digital Hierarchy – Electrical Interface, Annex B

21.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

GR-253-CORE SONET Transport Systems: Common Generic Criteria

TR-TSY-000673 Operations Interface for an IDLC System

GR-303-CORE Integrated Digital Loop Carrier System Generic Requirements

TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch

TA-TSY-000120 Subscriber Premises or Network Ground Wire

GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Devices (NID)

TR-NWT-000937 Generic Requirements for Building Entrance Terminals

TR-NWT-000133 Generic Requirements for Network Inside Wiring

ANSI T1.417, Spectrum Management for Loop Transmission Systems

21.3.4 Local Number Portability

Number Portability Generic Switching and Signaling Requirements for Number

Portability, Issue 1.00, February 12, 1996 (Editor – Lucent Technologies, Inc.);

Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.95, Final Draft, September 4, 1996 (Editor – Ameritech Inc.);

Generic Operator Services Switching Requirements for Number Portability, Issue 1.00, Final Draft, April 12, 1996 (Editor – Nortel);

ATIS, TRQ No. 1, Technical Requirements for Number Portability Operator Services Switching Systems, April 1999;

ATIS, TRQ No. 2, Technical Requirements for Number Portability Switching Systems, April 1999;

ATIS, TRQ No. 3, Technical Requirements for Number Portability Database and Global Title Translation, April 1999;

FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Released July 2, 1996;

FCC First Memorandum Opinion and Order on Reconsideration; FCC 97-74; CC Docket 95-116, RM 8535; Released March 11, 1997.

FCC Second Report and Order, FCC 97-298; CC Docket 95-116, RM 8535; Released August 18, 1997.

21.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection Network Elements, Qwest has developed its own standards for some Network Elements. Details of these standards are documented in the Qwest Technical Publications. Qwest Technical Publications have been developed to support service offerings, inform End User Customers and suppliers, and promote engineering consistency and deployment of developing technologies. Qwest provides all of its Technical Publications at no charge via web site: <http://www.qwest.com/techpub/>.

Section 22.0 - SIGNATURE PAGE

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.

Vycera Communications, Inc.



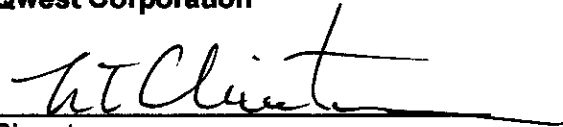
Signature

Derek M. Gietzen
Name Printed/Typed

President & CEO
Title

01/27/05
Date

Qwest Corporation



Signature

L. T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

2/11/05
Date

**Exhibit A
North Dakota***

New		Bill & Keep		Notes	
		Recurring Charges	Recurring per Minute	Wholesale Discount Percentage Nonrecurring Charges	
6.0 Resale					
6.1 Wholesale Discount Rates					
6.1.1 Basic Exchange Residence Line Service		16.15%		16.15%	A A
6.1.2 Basic Exchange Business Line Service / PBX		16.15%		16.15%	A A
6.1.3 Intralata Toll		16.15%		16.15%	A A
6.1.4 Package / Special Services (e.g., Centrex, ISDN, DSS, Frame Relay Service, ACS)		16.15%		16.15%	A A
6.1.5 Listings, CO Features Information Services		16.15%		16.15%	A A
6.1.6 Private Line		16.15%		16.15%	A A
6.1.7 Volume Packaged Services		8.15%		8.15%	A A
6.1.8 Public Access Line (PAL) Service		16.15%		16.15%	A A
6.2 Customer Transfer Charge (CTC)					
6.2.1 CTC for POTS Service					
6.2.1.1 Residential / Business					
6.2.1.1.1 First Line					
6.2.1.1.1.1 First Line (Manual)				\$5.00	A
6.2.1.1.1.2 Intentionally Left Blank					
6.2.1.1.1.3 First Line (Mechanized)				\$5.00	A
6.2.1.1.2 Each Additional					
6.2.1.1.2.1 Each Additional Line (Manual)				\$5.00	A
6.2.1.1.2.2 Intentionally Left Blank					
6.2.1.1.2.3 Each Additional Line (Mechanized)				\$5.00	A
6.2.2 CTC for Private Line Transport Services					
6.2.2.1 First Circuit				\$42.75	1
6.2.2.2 Additional Circuit, per Circuit, same CSR				\$42.75	1
6.2.3 CTC for Advanced Communications Services, per Circuit				\$53.70	1
7.0 Interconnection					
7.1 Entrance Facilities					
7.1.1 Intentionally Left Blank					
7.1.2 DS1		\$102.22		\$513.56	A A
7.1.3 DS3		\$403.34		\$609.20	A A
7.2 LIS EICT					
7.2.1 Per DS1		\$0.00		\$0.00	B B
7.2.2 Per DS3		\$0.00		\$0.00	B B
7.3 Direct Trunked Transport					
7.3.1 Intentionally Left Blank					
7.3.2 DS1, per Trunk (Recurring Fixed & per Mile)					
7.3.2.1 Over 0 to 8 Miles		\$42.03	\$3.84		1 1
7.3.2.2 Over 8 to 25 Miles		\$42.99	\$3.86		1 1
7.3.2.3 Over 25 to 50 Miles		\$45.14	\$2.14		1 1
7.3.2.4 Over 50 Miles		\$43.58	\$0.93		1 1
7.3.3 DS3 per Trunk (Recurring Fixed & per Mile)					
7.3.3.1 Over 0 to 8 Miles		\$275.29	\$64.92		1 1
7.3.3.2 Over 8 to 25 Miles		\$279.23	\$21.28		1 1
7.3.3.3 Over 25 to 50 Miles		\$258.29	\$25.57		1 1
7.3.3.4 Over 50 Miles		\$271.86	\$17.60		1 1
7.4 Multiplexing					
7.4.1 DS1 to DS0		\$225.18		\$279.55	A A
7.4.2 DS3 to DS1		\$236.79		\$286.18	A A
7.5 Trunk Nonrecurring Charges					
7.5.1 Intentionally Left Blank					
7.5.2 DS1 Interface					
7.5.2.1 First Trunk				\$369.91	1
7.5.2.2 Each Additional Trunk				\$6.17	1
7.5.3 DS3 Interface					
7.5.3.1 First Trunk				\$377.01	1
7.5.3.2 Each Additional Trunk				\$13.28	1
7.6 Exchange Service (EAS/Local) Traffic					
7.6.1 End Office Call Termination, per Minute of Use		\$0.001475			##

**Exhibit A
North Dakota***

	Recurring	Recurring, per Mile	Non-Recurring	#	Records	Notes
7.6.2 Tandem Switched Transport, per Minute of Use	\$0.000690			#		
7.6.3 Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)						
7.6.3.1 0 to 8 Miles	\$0.00069	\$0.00		1	1	
7.6.3.2 Over 8 to 25 Miles	\$0.00069	\$0.00		1	1	
7.6.3.3 Over 25 to 50 Miles	\$0.00069	\$0.00		1	1	
7.6.3.4 Over 50 Miles	\$0.00069	\$0.00		1	1	
7.7 Local Traffic-FCC-ISP Rate Caps						
7.7.1 MOU as of June 14, 2003, rates in effect until further FCC action	\$0.0007			4		
7.8 Miscellaneous Charges						
7.8.1 Expedite Charge (LIS Trunks)			Qwest's North Dakota Access Service Catalog			
7.8.2 Cancellation Charge (LIS Trunks)			Qwest's North Dakota Access Service Catalog			
7.8.3 Additional Testing (LIS Trunks)			Qwest's North Dakota Access Service Catalog			
7.8.4 Construction Charges	ICB		ICB	3		3
7.9 Transit Traffic						
7.9.1 Local Transit	See Tandem Switching and Tandem Transmission Rates Above.		See Tandem Switching and Tandem Transmission Rates Above.			
7.9.2 IntraLATA Toll (IntraLATA Toll Assumed Mileage = 15 Miles)	Qwest's North Dakota Access Service Catalog	Qwest's North Dakota Access Service Catalog				
7.9.3 Jointly Provided Switched Access	Qwest's North Dakota Access Service Catalog					
7.9.4 Category 11 Mechanized Record Charge, per Record	\$0.001903			1		
8.0 Collocation						
8.1 All Collocation						
8.1.1 Planning and Engineering			\$1,684.80			A, 6
8.1.1.1 Quote Preparation Fee			\$1,445.39			1
8.1.1.2 Cable Augment Quote Preparation Fee						
8.1.2 Entrance Facility	\$1.97		\$1,444.80	1		1
8.1.3 Cable Splicing			\$457.80			1
8.1.3.1 Fiber, per Set-Up			\$19.25			1
8.1.3.2 Per Fiber Spliced						
8.1.4 Power Usage				1		
8.1.4.1 -48 Volt DC Power Usage, per Ampere, per Month	\$10.26					
8.1.5 AC Power Feed						
8.1.5.1 AC Power Feed, per Amp, per Month						
8.1.5.1.1 120 V	\$20.53			1		
8.1.5.1.2 208 V, Single Phase	\$35.59			1		
8.1.5.1.3 208 V, Three Phase	\$61.56			1		
8.1.5.1.4 240 V, Single Phase	\$41.06			1		
8.1.5.1.5 240 V, Three Phase	\$71.04			1		
8.1.5.1.6 480 V, Three Phase	\$142.07			1		
8.1.5.2 AC Power Feed, per Foot, per Month						
8.1.5.2.1 20 Amp, Single Phase	\$0.0188		\$8.35	1		1
8.1.5.2.2 20 Amp, Three Phase	\$0.0234		\$10.35	1		1
8.1.5.2.3 30 Amp, Single Phase	\$0.0203		\$9.00	1		1
8.1.5.2.4 30 Amp, Three Phase	\$0.0279		\$12.36	1		1
8.1.5.2.5 40 Amp, Single Phase	\$0.0239		\$10.59	1		1
8.1.5.2.6 40 Amp, Three Phase	\$0.0329		\$14.57	1		1
8.1.5.2.7 50 Amp, Single Phase	\$0.0283		\$12.56	1		1
8.1.5.2.8 50 Amp, Three Phase	\$0.0396		\$17.53	1		1
8.1.5.2.9 60 Amp, Single Phase	\$0.0320		\$14.20	1		1
8.1.5.2.10 60 Amp, Three Phase	\$0.0455		\$20.18	1		1
8.1.5.2.11 100 Amp, Single Phase	\$0.0397		\$17.58	1		1
8.1.5.2.12 100 Amp, Three Phase	\$0.0619		\$27.45	1		1

**Exhibit A
North Dakota***

		Recurring	Recurring Rate	Non-Recurring			
8.1.6	Inspector Labor, per Half Hour						
8.1.6.1	Regular Hours Rate			\$22.00			
8.1.6.2	After Hours Rate, minimum 3 hours			\$37.41			
8.1.7	Channel Regeneration						
8.1.7.1	DS1	\$0.00		\$0.00	5		5
8.1.7.2	DS3	\$0.00		\$0.00	5		5
8.1.8	Collocation Terminations						
8.1.8.1	Shared Access						
8.1.8.1.1	DS0						
8.1.8.1.1.1	Cable Placement, per 100 Pair Block	\$0.3869		\$254.53	1		1
8.1.8.1.1.2	Cable Placement, per Termination	\$0.0073		\$4.78	1		1
8.1.8.1.1.3	Cable, per 100 Pair Block	\$0.5272		\$346.85	1		1
8.1.8.1.1.4	Cable, per Termination	\$0.0072		\$4.75	1		1
8.1.8.1.1.5	Blocks, per 100 Pair Block	\$0.9129		\$600.61	1		1
8.1.8.1.1.6	Blocks, per Termination	\$0.0125		\$8.23	1		1
8.1.8.1.1.7	Block Placement, per 100 Pair Block	\$0.4012		\$263.99	1		1
8.1.8.1.1.8	Block Placement, per Termination	\$0.0055		\$3.62	1		1
8.1.8.1.2	DS1						
8.1.8.1.2.1	Cable Placement, per 28 DS1s	\$0.9551		\$423.34	1		1
8.1.8.1.2.2	Cable Placement, per Termination	\$0.1027		\$45.52	1		1
8.1.8.1.2.3	Cable, per 28 DS1s	\$0.9034		\$400.43	1		1
8.1.8.1.2.4	Cable, per Termination	\$0.0971		\$43.06	1		1
8.1.8.1.2.5	Panel, per 28 DS1s	\$1.0238		\$453.77	1		1
8.1.8.1.2.6	Panel, per Termination	\$0.1229		\$54.48	1		1
8.1.8.1.2.7	Placement Panel, per 28 DS1s	\$0.2038		\$90.33	1		1
8.1.8.1.2.8	Placement Panel, per Termination	\$0.0219		\$9.71	1		1
8.1.8.1.3	DS3						
8.1.8.1.3.1	Cable Placement, per Termination	\$0.3889		\$172.36	1		1
8.1.8.1.3.2	Cable, per Termination	\$0.5834		\$258.58	1		1
8.1.8.1.3.3	Connector, per Termination	\$0.5972		\$264.69	1		1
8.1.8.1.3.4	Connector Placement, per Termination	\$0.0585		\$25.95	1		1
8.1.8.1.4	Fiber Termination						
8.1.8.1.4.1	Terminations, per 12 Fibers	\$3.71		\$1,622.40	1		1
8.1.8.1.4.2	Cable Racking for Fiber Terminations, First 12 Fibers	\$6.75		\$2,952.53	1		1
8.1.8.1.4.3	Connector, Each Additional, if Applicable	\$1.01		\$441.16	1		1
8.1.8.1.5	Direct Connect			ICB			3
8.1.9	Security Charges						
8.1.9.1	Access Card, per Employee, per Card	\$0.94			1		
8.1.9.2	Card Access per Employee, per Office	\$8.73			1		
8.1.10	Composite Clock / Central Office Synchronization						
8.1.10.1	Synchronization - Composite Clock, per Port	\$10.50			1		
8.1.11	-48 Volt DC Power Cable, per A and B Feeder						
8.1.11.1	20 Amp Feed	\$4.66		\$3,167.21	A		A
8.1.11.2	Intentionally Left Blank						
8.1.11.3	40 Amp Feed	\$6.42		\$4,359.71	A		A
8.1.11.4	60 Amp Feed	\$8.06		\$5,475.62	A		A
8.1.11.5	100 Amp Feed	\$0.26		\$136.47	1		1
8.1.11.6	200 Amp Feed	\$0.41		\$213.78	1		1
8.1.11.7	300 Amp Feed	\$0.56		\$295.24	1		1
8.1.11.8	400 Amp Feed	\$0.73		\$381.83	1		1
8.1.12	Space Availability Charge			\$348.67			1
8.1.13	Collocation Space Reservation Fee			The charge will be 25% of Nonrecurring Fee			
8.1.14	Collocation Space Option Administration Fee			\$1,915.65			1
8.1.15	Collocation Space Option Fee, per Square Foot	\$2.00			1		
8.2	Virtual Collocation						
8.2.1	Intentionally Left Blank						
8.2.2	Maintenance Labor, per Half Hour						
8.2.2.1	Regular Hours Rate			\$20.48			A
8.2.2.2	After Hours Rate			\$31.33			A

**Exhibit A
North Dakota***

		Recurring	Recurring per Sq. Ft. / Mile	Non-Recurring			
8.2.3	Training Labor, per Half Hour						
8.2.3.1	Regular Hours Rate			\$23.98			A
8.2.4	Bay Space						
8.2.4.1	Equipment Bay, per Shelf	\$10.75			A		
8.2.5	Engineering Labor, per Half Hour						
8.2.5.1	Regular Hours Rate			\$23.73			A
8.2.5.2	After Hours Rate			\$36.16			A
8.2.6	Installation Labor, per Half Hour						
8.2.6.1	Regular Hours Rate			\$27.50			A
8.2.6.2	After Hours Rate			\$41.22			A
8.2.7	Rent						
8.2.7.1	Floor Space Lease, per Square Foot	\$3.70			1		
8.3	Cageless Physical Collocation						
8.3.1	Planning and Engineering Fees						
8.3.1.1	Quote Preparation Fee, per Collocation Ordered			\$4,981.81			A, 6
8.3.2	Space Construction and Site Preparation						
8.3.2.1	Intentionally Left Blank						
8.3.2.2	2 Bays and 1 - 40 Amp Power Feed - 90 Days	\$65.72		\$29,129.94	1		1
8.3.2.3	Intentionally Left Blank						
8.3.2.4	Intentionally Left Blank						
8.3.2.5	Each Additional Bay, per Bay	\$5.89		\$29,129.94	1		1
8.3.2.6	Adjustment for Single Bay, Change to Standard Design	(\$5.89)		(\$29,129.94)	1		1
8.3.2.7	DC Power Cable						
8.3.2.7.1	Adjustment for DC Power Cable - Change to Standard Design						
8.3.2.7.1.1	20 Amp, Initial Feed Only, per Initial Power Feed	(\$4.43)		(\$1,964.73)	1		1
8.3.2.7.1.2	30 Amp, Initial Feed Only, per Initial Power Feed	(\$2.81)		(\$1,246.60)	1		1
8.3.2.7.1.3	60 Amp, Initial Feed Only, per Initial Power Feed	\$4.94		\$2,190.11	1		1
8.3.2.7.1.4	100 Amp, Initial Feed Only, per Initial Power Feed	\$21.45		\$9,506.58	1		1
8.3.2.7.1.5	200 Amp, Initial Feed Only, per Initial Power Feed	\$69.25		\$30,694.33	1		1
8.3.2.7.1.6	300 Amp, Initial Feed Only, per Initial Power Feed	\$133.71		\$59,266.54	1		1
8.3.2.7.1.7	400 Amp, Initial Feed Only, per Initial Power Feed	\$204.77		\$90,761.94	1		1
8.3.2.7.2	Adjustment for DC Power Cable - Additional Power Cables						
	20 Amp, Each Additional Power Feed	\$11.53		\$5,110.31	1		1
	30 Amp, Each Additional Power Feed	\$13.15		\$5,828.45	1		1
	40 Amp, Each Additional Power Feed	\$15.96		\$7,075.04	1		1
	60 Amp, Each Additional Power Feed	\$20.90		\$9,265.16	1		1
	100 Amp, Each Additional Power Feed	\$53.47		\$23,701.93	1		1
	200 Amp, Each Additional Power Feed	\$101.28		\$44,889.68	1		1
	300 Amp, Each Additional Power Feed	\$165.74		\$73,461.89	1		1
	400 Amp, Each Additional Power Feed	\$236.80		\$104,957.29	1		1
8.3.3	Floor Space Lease, per Square Foot	\$3.70			1		
8.4	Caged Physical Collocation						
8.4.1	Planning and Engineering Fees						
8.4.1.1	Quote Preparation Fee, per Collocation			\$4,626.54			A, 6
8.4.2	Space Construction and Site Preparation						
8.4.2.1	Intentionally Left Blank						
8.4.2.2	Intentionally Left Blank						
8.4.2.3	Intentionally Left Blank						
8.4.2.4	Space Construction (Cage and 1 - 60 Amp Feed)						
8.4.2.4.1	Cage: Up to 100 Sq. Ft.	\$118.06		\$52,328.03	1		1
8.4.2.4.2	Cage: 101 to 200 Sq. Ft.	\$122.66		\$54,366.18	1		1
8.4.2.4.3	Cage: 201 to 300 Sq. Ft.	\$126.23		\$55,951.09	1		1
8.4.2.4.4	Cage: 301 to 400 Sq. Ft.	\$130.71		\$57,937.27	1		1
8.4.2.5	Intentionally Left Blank						
8.4.2.6	DC Power Cable						
8.4.2.6.1	Adjustment for DC Power Cable - Change to Standard Design						
8.4.2.6.1.1	20 Amp Initial Feed Only, per Initial Power Feed	(\$17.59)		(\$7,795.53)	1		1
8.4.2.6.1.2	30 Amp Initial Feed Only, per Initial Power Feed	(\$16.07)		(\$7,123.61)	1		1
8.4.2.6.1.3	40 Amp Initial Feed Only, per Initial Power Feed	(\$12.88)		(\$5,707.84)	1		1
8.4.2.6.1.4	100 Amp Initial Feed Only, per Initial Power Feed	\$21.45		\$9,506.58	1		1
8.4.2.6.1.5	200 Amp Initial Feed Only, per Initial Power Feed	\$69.25		\$30,694.33	1		1

**Exhibit A
North Dakota***

		Rec'd	Cost	2004	2005
8.4.2.6.1.6	300 Amp Initial Feed Only, per Initial Power Feed	\$133.71		\$59,266.54	1
8.4.2.6.1.7	400 Amp Initial Feed Only, per Initial Power Feed	\$204.77		\$90,761.94	1
8.4.2.6.2	DC Power Cable - Added Power Feeds				
8.4.2.6.2.1	20 Amp, Each Additional Power Feed	\$14.44		\$6,399.82	1
8.4.2.6.2.2	30 Amp, Each Additional Power Feed	\$15.95		\$7,071.73	1
8.4.2.6.2.3	40 Amp, Each Additional Power Feed	\$19.15		\$8,487.50	1
8.4.2.6.2.4	60 Amp, Each Additional Power Feed	\$32.03		\$14,195.35	1
8.4.2.6.2.5	100 Amp, Each Additional Power Feed	\$53.47		\$23,701.93	1
8.4.2.6.2.6	200 Amp, Each Additional Power Feed	\$101.28		\$44,889.68	1
8.4.2.6.2.7	300 Amp, Each Additional Power Feed	\$165.74		\$73,461.89	1
8.4.2.6.2.8	400 Amp, Each Additional Power Feed	\$236.80		\$104,957.29	1
8.4.3	Space Construction - Fencing Credit				
8.4.3.1	Cage: Up to 100 Sq. Ft.	(\$12.93)		(\$5,730.49)	1
8.4.3.2	Cage: 101 - 200 Sq. Ft.	(\$16.12)		(\$7,145.07)	1
8.4.3.3	Cage: 201 - 300 Sq. Ft.	(\$18.11)		(\$8,025.57)	1
8.4.3.4	Cage: 301 - 400 Sq. Ft.	(\$20.00)		(\$8,862.77)	1
8.4.4	Floor Space Lease, per Square Foot	\$3.70			1
8.4.5	Intentionally Left Blank				
8.4.6	Intentionally Left Blank				
8.4.7	Intentionally Left Blank				
8.4.8	Grounding				
8.4.8.1	2/0 AWG, per Foot	\$0.0254		\$11.26	1
8.4.8.2	1/0 AWG, per Foot	\$0.0435		\$19.27	1
8.4.8.3	4/0 AWG, per Foot	\$0.0501		\$22.20	1
8.4.8.4	350 kcmil, per Foot	\$0.0675		\$29.91	1
8.4.8.5	500 kcmil, per Foot	\$0.0764		\$33.86	1
8.4.8.6	750 kcmil, per Foot	\$0.1321		\$58.54	1
8.5	Adjacent Collocation			ICB	3
8.6	Remote Collocation				
8.6.1	Physical & Virtual Remote Collocation				
8.6.1.1	Space, per Standard Mounting Unit	\$0.99		\$862.76	1
8.6.1.2	FDI Terminations, per 25 Pair	\$0.58		\$555.53	1
8.6.1.3	Power Usage				
8.6.1.3.1	Less Than or Equal To 60 Amps, per Amp	\$10.26			1
8.6.2	Adjacent Remote Collocation				
8.6.2.1	Adjacent Remote Collocation (New)			ICB	3
8.6.2.2	Adjacent Remote Collocation (Existing)				
8.6.2.2.1	Space, per Standard Mounting Unit	\$0.99		\$862.76	1
8.6.2.2.2	FDI Terminations, per 25 Pair	\$0.58		\$555.53	1
8.6.2.2.3	Power				
8.6.2.2.3.1	Less Than or Equal To 60 Amps, per Amp	\$10.26			1
8.6.3	Additional Virtual Remote Collocation Elements				
8.6.3.1	Flat Charge Rate, per Job			\$36.16	1
8.6.3.2	Engineering Labor, per Half Hour			\$35.65	1
8.6.3.3	Maintenance Labor, per Half Hour			\$29.40	1
8.6.3.4	Installation Labor, per Half Hour			\$29.40	1
8.6.3.5	Training, per Half Hour			\$29.40	1
8.7	CLEC-to-CLEC				
8.7.1	Design, Engineering & Installation				
8.7.1.1	Flat Charge (Design Engineering - No Cables)			\$826.45	1
8.7.2	Cable Racking				
8.7.2.1	DS0, per Foot, per Cable	\$0.22349			1
8.7.2.2	DS1, per Foot, per Cable	\$0.23649			1
8.7.2.3	DS3, per Foot, per Cable	\$0.20638			1
8.7.3	Virtual Connections (if applicable Connections only; No Cables)				
8.7.3.1	DS0, per 100 Connections			\$233.27	1
8.7.3.2	DS1, per 28 Connections			\$106.40	1
8.7.3.3	DS3, per 1 Connection			\$9.20	1
8.7.4	Cable Hole, if Applicable			\$469.01	1
8.7.5	CLEC to CLEC Cross-Connection			\$266.98	1

**Exhibit A
North Dakota***

	Recurring	Recurring Per Mile	Non-Recurring	1 mi	2 mi	3 mi
8.8 Intentionally Left Blank						
8.9 Intentionally Left Blank						
8.10 Microwave Entrance Facility			Under Development			
9.0 Unbundled Network Elements (UNEs)						
9.1 Interconnection Tie Pairs (ITP) – Per Termination						
9.1.1 DS0				1		
9.1.1.1 2-Wire	\$0.45			1		
9.1.1.2 4-Wire	\$1.32					
9.2 Unbundled Loops						
9.2.1 Analog Loops			See 9.2.4			
9.2.1.1 2-Wire Voice Grade Loop				#		
9.2.1.1.1 Zone 1	\$13.53			#		
9.2.1.1.2 Zone 2	\$22.80			#		
9.2.1.1.3 Zone 3	\$51.65			#		
9.2.1.2 Intentionally Left Blank						
9.2.1.3 4-Wire Voice Grade Loop				#		
9.2.1.3.1 Zone 1	\$26.54			#		
9.2.1.3.2 Zone 2	\$44.74			#		
9.2.1.3.3 Zone 3	\$101.35			#		
9.2.1.4 Intentionally Left Blank						
9.2.1.5 Unbundled Loop Grooming (2-Wire)	\$0.19			1 #		
9.2.1.6 Unbundled Loop Grooming (4-Wire)	\$0.38			1 #		
9.2.2 Nonloaded Loops			See 9.2.4			
9.2.2.1 2-Wire Nonloaded Loop				#		
9.2.2.1.1 Zone 1	\$13.53			#		
9.2.2.1.2 Zone 2	\$22.80			#		
9.2.2.1.3 Zone 3	\$51.65			#		
9.2.2.2 Intentionally Left Blank						
9.2.2.3 4-Wire Nonloaded Loop				#		
9.2.2.3.1 Zone 1	\$26.54			#		
9.2.2.3.2 Zone 2	\$44.74			#		
9.2.2.3.3 Zone 3	\$101.35			#		
9.2.2.4 Cable Unloading / Bridge Tap Removal			\$538.16			7
9.2.3 Digital Capable Loops			See 9.2.4			
9.2.3.1 Basic Rate ISDN / xDSL-I Capable / ADSL Compatible Loop				#		
9.2.3.1.1 Zone 1	\$13.53			#		
9.2.3.1.2 Zone 2	\$22.80			#		
9.2.3.1.3 Zone 3	\$51.65			#		
9.2.3.2 Intentionally Left Blank						
9.2.3.3 Intentionally Left Blank						
9.2.3.4 Intentionally Left Blank						
9.2.3.5 Intentionally Left Blank						
9.2.3.6 2-Wire Extension Technology	\$22.67					
9.2.4 Loop Installation Charges for 2 & 4-Wire Analog / Non - Loaded, ISDN BRI Capable, xDSL - I Capable, and ADSL Compatible Loop where conditioning is not required.	See See 9.2.1 & 9.2.2					
9.2.4.1 Basic Installation						
9.2.4.1.1 First			\$55.27			#
9.2.4.1.2 Each Additional			\$48.77			#
9.2.4.2 Basic Installation with Performance Testing						
9.2.4.2.1 First Loop			\$142.10			#
9.2.4.2.2 Each Additional			\$86.24			
9.2.4.3 Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
9.2.4.3.1 First			\$171.87			#
9.2.4.3.2 Each Additional			\$94.09			#

**Exhibit A
North Dakota***

		Recurring	Recurring per Mile	Non-Recurring	2004	2005	2006
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
9.2.4.4.1	First			\$59.81			#
9.2.4.4.2	Each Additional			\$53.32			#
9.2.4.5	Basic Installation with Cooperative Testing						
9.2.4.5.1	First			\$142.10			#
9.2.4.5.2	Each Additional			\$94.09			#
9.2.4.6	Batch Hot Cut						
9.2.4.6.1	Per Loop Rate			\$45.41			1
9.2.4.6.2	IDLC Conversion Work - in addition to the Per Loop Rate above			\$78.04			1
9.2.5	Intentionally Left Blank						
9.2.6	Intentionally Left Blank						
9.2.7	Intentionally Left Blank						
9.2.8	Private Line to Unbundled Loop Conversion			\$40.17			1
9.3	Subloop						
9.3.1	2-Wire Distribution Loop (Applies to both Analog and Nonloaded Loops)						
9.3.1.1	First Loop			\$115.44			1
9.3.1.2	Each Additional			\$33.13			1
9.3.1.3	First & Each Additional 2-Wire Distribution Loop						
9.3.1.3.1	Zone 1	\$9.51			#		
9.3.1.3.2	Zone 2	\$16.02			#		
9.3.1.3.3	Zone 3	\$32.18			#		
9.3.2	Intentionally Left Blank						
9.3.3	Intra Building Cable	\$0.00		\$0.00	10		10
9.3.4	Intentionally Left Blank						
9.3.5	MTE Terminal Subloop Access						
9.3.5.1	Subloop MTE - POI Site Inventory (per request)			\$0.00			1
9.3.5.2	MTE - POI Rearrangement of Facilities			ICB			3
9.3.5.3	MTE - POI Construction of New SPOI	ICB			3		
9.3.6	Intentionally Left Blank						
9.3.7	Field Connection Point (FCP)						
9.3.7.1	Feasibility Fee / Quote Preparation Fee			\$1,706.60			1
9.3.8	Intentionally Left Blank						
9.3.9	Intentionally Left Blank						
9.3.10	Intentionally Left Blank						
9.3.11	Intentionally Left Blank						
9.3.12	Construction Fee	ICB		ICB	3		3
9.4	Shared Services						
9.4.1	Intentionally Left Blank			\$38.20			1
9.4.2	Line Splitting						
9.4.2.1	Basic Installation Charge for Line Splitting			\$34.24			B
9.4.3	Loop Splitting						
9.4.3.1	Basic Installation Charge for Loop Splitting			\$34.24			B
9.4.4	OSS, per Line, per Month	\$3.49			1		
9.4.5	Reclassification Charge			ICB			3
9.4.6	Splitter Shelf Charge	\$5.40		\$556.40	1		1
9.4.7	Splitter TIE Cable Connections						
9.4.7.1	Splitter in the Common Area - Data to 410 Block	\$7.39		\$3,321.82	1		1
9.4.7.2	Splitter in the Common Area - Data direct to CLEC	\$7.75		\$3,486.28	1		1
9.4.7.3	Splitter on the IDF - Data to 410 Block	\$2.42		\$1,087.57	1		1
9.4.7.4	Splitter on the IDF - Data direct to CLEC	\$5.19		\$2,335.64	1		1
9.4.7.5	Splitter on the MDF - Data to 410 Block	\$2.35		\$1,057.26	1		1
9.4.7.6	Splitter on the MDF - Data direct to CLEC	\$4.40		\$1,979.53	1		1

**Exhibit A
North Dakota***

	Recurring	Recurring per Mile	Non-Recurring	1 Mile	2 Mile	3 Mile
9.4.8 Engineering			\$1,333.17			1
9.5 Network Interface Device (NID)	\$1.14		\$58.32	1, 10		A
9.6 Unbundled Dedicated Interoffice Transport (UDIT)			\$320.69			1
9.6.1 DS0 UDIT (Recurring Fixed & per Mile)						
9.6.1.1 Over 0 to 8 Miles	\$28.20	\$0.39		1	1	
9.6.1.2 Over 8 to 25 Miles	\$28.61	\$0.21		1	1	
9.6.1.3 Over 25 to 50 Miles	\$28.66	\$0.17		1	1	
9.6.1.4 Over 50 Miles	\$28.38	\$0.06		1	1	
9.6.2 Intentionally Left Blank						
9.6.3 Intentionally Left Blank						
9.6.4 Intentionally Left Blank						
9.6.5 Intentionally Left Blank						
9.6.6 Intentionally Left Blank						
9.6.7 UDIT DS0 Channel Performance						
9.6.7.1 DS0 Low Side Channelization	\$14.67			1		
9.6.7.2 DS1 to DS0 Low Side Channelization	\$8.37		\$249.76	1		1
9.6.8 Intentionally Left Blank						
9.6.9 Intentionally Left Blank						
9.6.10 Intentionally Left Blank						
9.6.11 UDIT Rearrangement						
9.6.11.1 DS0 Single Office			\$183.56			1
9.6.11.2 DS0 Dual Office			\$248.25			1
9.7 Intentionally Left Blank						
9.8 Intentionally Left Blank	\$0.001110			#		
9.9 Intentionally Left Blank						
9.10 Intentionally Left Blank						
9.11 Intentionally Left Blank						
9.12 Intentionally Left Blank						
9.13 Intentionally Left Blank						
9.14 Intentionally Left Blank						
9.15 Intentionally Left Blank						
9.16 Intentionally Left Blank						
9.17 Intentionally Left Blank						
9.18 Intentionally Left Blank						
9.19 Construction Charges	ICB		ICB	3		3
9.20 Miscellaneous Charges						
9.20.1 Additional Engineering, per Half Hour or fraction thereof						
9.20.1.1 Additional Engineering – Basic			\$33.16			1
9.20.1.2 Additional Engineering – Overtime			\$41.01			1
9.20.2 Additional Labor Installation, per Half Hour or fraction thereof						
9.20.2.1 Additional Labor Installation – Overtime			\$9.43			1
9.20.2.2 Additional Labor Installation – Premium			\$18.85			1
9.20.3 Additional Labor Other, per Half Hour or fraction thereof						
9.20.3.1 Additional Labor Other – Basic			\$28.90			1
9.20.3.2 Additional Labor Other – Overtime			\$38.60			1
9.20.3.3 Additional Labor Other – Premium			\$48.31			1
9.20.4 Testing and Maintenance, per Half Hour or fraction thereof						
9.20.4.1 Testing and Maintenance – Basic			\$30.70			1

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	Unit Price	Quantity	Total Price			
9.20.4.2 Testing and Maintenance – Overtime			\$41.01			1
9.20.4.3 Testing and Maintenance – Premium			\$51.31			1
9.20.5 Maintenance of Service, per Half Hour or fraction thereof						
9.20.5.1 Maintenance of Service – Basic			\$28.90			1
9.20.5.2 Maintenance of Service – Overtime			\$38.60			1
9.20.5.3 Maintenance of Service – Premium			\$48.31			1
9.20.6 Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof						
9.20.6.1 Additional Cooperative Acceptance Testing – Basic			\$30.70			1
9.20.6.2 Additional Cooperative Acceptance Testing – Overtime			\$41.01			1
9.20.6.3 Additional Cooperative Acceptance Testing – Premium			\$51.31			1
9.20.7 Nonscheduled Cooperative Testing, per Half Hour or fraction thereof						
9.20.7.1 Nonscheduled Cooperative Testing - Basic			\$30.70			1
9.20.7.2 Nonscheduled Cooperative Testing – Overtime			\$41.01			1
9.20.7.3 Nonscheduled Cooperative Testing – Premium			\$51.31			1
9.20.8 Nonscheduled Manual Testing, per Half Hour or fraction thereof						
9.20.8.1 Nonscheduled Manual Testing – Basic			\$30.70			1
9.20.8.2 Nonscheduled Manual Testing – Overtime			\$41.01			1
9.20.8.3 Nonscheduled Manual Testing – Premium			\$51.31			1
9.20.11 Additional Dispatch			\$88.10			1
9.20.12 Date Change			\$10.83			1
9.20.13 Design Change			\$77.17			1
9.20.14 Expedite Charge			ICB			3
9.20.15 Cancellation Charge			ICB			3
9.21 Intentionally Left Blank						
9.22 Intentionally						
9.23 UNE Combinations						
9.23.1 Intentionally Left Blank						
9.23.2 Intentionally Left Blank						
9.23.3 Intentionally Left Blank						
9.23.4 Intentionally Left Blank						
9.23.5 Intentionally Left Blank						
9.23.6 Loop Mux Combo (LMC)						
9.23.6.1 Intentionally Left Blank						
9.23.6.2 Loop Mux 2-Wire Analog DS0						
9.23.6.2.1 LMC 2-Wire Loop Installation						
9.23.6.2.1.1 First			\$239.91			1
9.23.6.2.1.2 Each Additional			\$156.57			1
9.23.6.2.2 2-Wire Analog Loop						
9.23.6.2.2.1 Zone 1	\$13.53			#		
9.23.6.2.2.2 Zone 2	\$22.80			#		
9.23.6.2.2.3 Zone 3	\$51.65			#		
9.23.6.3 Loop Mux 4-Wire Analog DS0						
9.23.6.3.1 LMC 4-Wire Loop Installation						
9.23.6.3.1.1 First			\$239.91			1
9.23.6.3.1.2 Each Additional			\$156.57			1
9.23.6.3.2 4-Wire Analog Loop						
9.23.6.3.2.1 Zone 1	\$26.54			#		
9.23.6.3.2.2 Zone 2	\$44.74			#		
9.23.6.3.2.3 Zone 3	\$101.35			#		
9.23.6.4 Intentionally Left Blank						
9.23.6.5 Private Line to Loop Mux Conversion			\$40.17			1
9.23.7 Enhanced Extended Loop (EEL)						
9.23.7.1 EEL DS0 2-Wire Analog						
9.23.7.1.1 EEL 2-Wire Loop Installation						
9.23.7.1.1.1 First			\$239.91			1
9.23.7.1.1.2 Each Additional			\$156.57			1
9.23.7.1.2 2-Wire Analog Loop						
9.23.7.1.2.1 Zone 1	\$13.53			#		

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	Recurring	Starting at per Mile			
9.23.7.1.2.2 Zone 2	\$22.80		#		
9.23.7.1.2.3 Zone 3	\$51.65		#		
9.23.7.2 EEL Link, DS0 4-Wire Analog					
9.23.7.2.1 EEL 4-Wire Loop Installation					
9.23.7.2.1.1 First			\$239.91		1
9.23.7.2.1.2 Each Additional			\$156.57		1
9.23.7.2.2 4-Wire Analog Loop					
9.23.7.2.2.1 Zone 1	\$26.54		#		
9.23.7.2.2.2 Zone 2	\$44.74		#		
9.23.7.2.2.3 Zone 3	\$101.35		#		
9.23.7.3 Intentionally Left Blank					
9.23.7.4 Intentionally Left Blank					
9.23.7.5 Intentionally Left Blank					
9.23.7.6 Private Line to EEL Conversion			\$40.17		1
9.23.7.8 EEL Transport					
9.23.7.8.1 DS0 (Recurring Fixed & per Mile)					
9.23.7.8.1.1 Over 0 to 8 Miles	\$28.20	\$0.39	1	1	
9.23.7.8.1.2 Over 8 to 25 Miles	\$28.61	\$0.21	1	1	
9.23.7.8.1.3 Over 25 to 50 Miles	\$28.66	\$0.17	1	1	
9.23.7.8.1.4 Over 50 Miles	\$28.38	\$0.06	1	1	
9.23.7.10 Intentionally Left Blank					
9.23.7.11 EEL DS0 Channel Performance					
9.23.7.11.1 DS0 Low Side Channelization	\$14.67		1		
9.23.7.11.2 DS1 / DS0, Low Side Channelization	\$8.37		1		
9.23.7.12 Concentration Capability	ICB		ICB	3	3
10.0 Ancillary Services					
10.1 Intentionally Left Blank					
10.2 911 / E911					
10.2.1 911 / E911	No Charge		No Charge		
10.3 White Pages Directory Listings, Facility Based Providers					
10.3.1 Primary Listing	No Charge		No Charge		
10.3.2 Premium / Privacy Listings	General Exchange Tariff Rate, Less Wholesale Discount		General Exchange Tariff Rate, Less Wholesale Discount		
10.4 Intentionally Left Blank					
10.5 Directory Assistance List Information					
10.5.1 Initial Database Load, per Listing	\$0.0250		2		
10.5.2 Reload of Database, per Listing	\$0.0200		2		
10.5.3 Daily Updates, per Listing	\$0.0500		2		
10.5.4 One-time Set-Up Fee			\$77.44		2
10.5.5 Media Charges for File Delivery					
10.5.5.1 Electronic Transmission	\$0.0020		2		
10.5.5.2 Tapes (charges only apply if this is selected as the normal delivery medium for daily updates) (per tape)	\$30.00				
10.5.5.3 Shipping Charges (for tape delivery)			ICB		3
10.6 Intentionally Left Blank					
10.7 Access to Poles, Ducts, Conduits and Rights of Way (ROW)					
10.7.1 Pole Inquiry Fee, per Inquiry			\$336.35		1
10.7.2 Innerduct Inquiry Fee, per Mile			\$404.31		1
10.7.3 ROW Inquiry Fee, per Inquiry			\$149.43		1
10.7.4 ROW Document Preparation Fee			\$149.43		1
10.7.5 Field Verification Fee, per Pole			\$37.36		1
10.7.6 Field Verification Fee, per Manhole			\$485.63		1
10.7.7 Planner Verification, per Manhole			\$16.66		1
10.7.8 Manhole Verification Inspector, per Manhole			\$298.85		1
10.7.9 Manhole Make-Ready Inspector, per Manhole			\$448.28		1
10.7.10 Intentionally Left Blank					

**Exhibit A
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	Recurring	Non-Recurring	2 yr	3 yr	4 yr
10.7.11 Pole Attachment Fee, per Foot, per Year					
11.7.11.1 Urban					
2002	\$1.34				
2003	\$1.46				
2004	\$1.57		4		
2005	\$1.69		4		
11.7.11.2 Non-Urban					
2002	\$1.69				
2003	\$1.97				
2004	\$2.26		4		
2005	\$2.54		4		
10.7.11 Innerduct Occupancy Fee, per Foot, per Year	\$0.3300		4		
10.7.12 Access Agreement Consideration		\$10.00			2
10.7.13 Make Ready		ICB			3
12.0 Operational Support Systems					
12.1 Development and Enhancements, per Order		No charge at this time			13
12.2 Ongoing Maintenance, per Order		No charge at this time			13
12.3 Daily Usage Record File, per Record	\$0.0011		1		
12.4 Trouble Isolation Charges		See 9.20			
17.0 Bona Fide Request Process					
17.1 Processing Fee		\$2,510.29			1

NOTES:

Unless otherwise indicated, all rates are pursuant to North Dakota Public Service Commission dockets:

A: U S WEST and AT&T Interconnection Agreement approved by the North Dakota Public Utilities Commission in Docket Number PU-453-96-497, effective June 23, 1997.

B 271 Compliance Investigation Docket Number PU-314-97-193, Order on Group 2 Checklist Items dated 10/15/01

Docket PU-314-97-193 & PU-314-00-282 Voluntary Rate Reduction. Effective 6/7/02 and reductions are reflected in the 5/30/02 Exhibit A.

Docket PU-314-97-193 & PU-314-00-282 Additional Voluntary Rate Reduction. Effective 6/7/02 reflected in the 8/5/02 Exhibit A.

Docket PU-314-97-193 & PU-314-00-282 Third Voluntary Rate Reduction. Effective 12/16/02 reflected in the 10/16/02 Exhibit A.

[1] Rate not addressed in cost docket (estimated TELRIC)

[2] Market-based rates.

[3] ICB, Individual Case Basis pricing.

[4] Rates per FCC Guidelines. Pole Attachment & Innerduct Occupancy rates revised in 9/xx/04 Exhibit A to reflect newly calculated rates.

[5] Effective August 1, 2003, Qwest will no longer bill Recurring and Nonrecurring charges for Channel Regeneration. Qwest reserves the right to revert back the contractual rate only after appropriate notice is given.

[6] The preliminary QPF costs are included in the Caged, and Cageless space construction charges. The engineering and planning charges are also included in the caged and cageless quote preparation fees. Upon completion of the collocation construction, the quote preparation fee (QPF) will be credited to the final space construction charge for the collocation job. The credit will apply to whichever QPF is applied. This exhibit currently lists multiple QPFs based on what has been proposed on the cost docket and what was approved in the AT&T interconnection agreement. CLEC may choose either QPF at this time.

[7] The Cable Unloading/Bridge Tap Removal charge of \$538.16 approved in Docket No. PU-453-96-497, AT&T and U S WEST Arbitration does not apply until further notice.

[8] When distribution is purchased only for the purpose of campus wire, no recurring or nonrecurring charges will be assessed. This does not include collocation charges or FCP placement.

[9] Qwest has not implemented the NID recurring charge but reserves the right to assess such a charge in the future.

[10] Qwest will not charge for this element until the Commission has an opportunity to review and approve a rate in a cost proceeding.

[11] All technically feasible Vertical Switch Features are available with compatible unbundled switch ports. No monthly recurring charge applies for Basic Vertical Switch Features. Only Basic Vertical Features with non-recurring charges are listed. Non-recurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity.

[12] A special request is a request by the customer to perform something that is technically feasible but the process and pricing are not yet in place.

[6] The preliminary QPF costs are included in the space construction charges. These engineering and planning charges are also included in the caged and cageless quote preparation fees. Upon completion of the collocation construction, the preliminary QPF will be credited to the final space construction

[7] The Cable Unloading/Bridge Tap Removal charge of \$538.16 approved in Docket No. PU-453-96-497, AT&T and U S WEST Arbitration does not apply until further notice.

[8] When distribution is purchased only for the purpose of campus wire, no recurring or nonrecurring charges will be assessed. This does not include collocation charges or FCP placement.

[10] Qwest has not implemented the NID recurring charges but reserves the right to access such a charge in the future.

[11] All technically feasible Vertical Switch Features are available with compatible unbundled switch ports. No monthly recurring charge applies for Basic Vertical Switch Features. Only Basic Vertical Features with nonrecurring charges are listed. Nonrecurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity.

[12] A Special Request is a request by the customer to perform something that is technically feasible but the process and pricing are not yet in place.

[13] Qwest will not charge for this element until the Commission has an opportunity to review and approve a rate in a cost proceeding.

[14] Initially, Qwest will bill the grandfathered recurring rates for new Line Sharing loops. Qwest will begin billing the post TRO prices only after CLECs have been provided a forty-five day notice. Rates will be applied prospectively.

**Exhibit A
North Dakota***

				Recurring	Recurring, per Mile	Non-Recurring	Recurring	Recurring, per Mile	Non-Recurring
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[15] Post TRO Shared Loop Rates were developed using the 2-Wire Nonloaded Loop rate, Zone 1 (\$13.53) as the basis rate for: 10/2/03 - 10/1/04 were developed using 25% of basis rate; 10/2/04 - 10/1/05 were developed using 50% of basis rate; 10/2/05 - 10/1/06 were developed using 75% of basis rate. Qwest has not implemented deaveraged Line Sharing, rate reflects Zone 1, the lowest zone. New Line Sharing Arrangements will no longer be available as of 10/2/04. No later than 10/2/06, CLEC must convert all New Line Sharing arrangements to a Line Splitting arrangement, to a stand-alone Unbundled Loop, or such other arrangement as CLEC may have negotiated with Qwest to replace such New Line Sharing arrangement.